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10 Liquidating Trustee

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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re Case No. 8:17-bk-12213-CB

SOLID LANDINGS BEHAVIORAL
11 HEALTH, INC., *et al.*,
12 Debtors and
13 Debtors-In-Possession.

14 Chapter 11

15 HOWARD B. GROBSTEIN, LIQUIDATING
16 TRUSTEE, Adv. No. 8:20-ap-_____CB

17 Plaintiff,
18 v.
19 ALPINE PACIFIC CAPITAL, LLC, and
GERIK M. DEGNER,

20 Defendants.

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**COMPLAINT FOR AVOIDANCE AND
RECOVERY OF PREFERENTIAL AND
FRAUDULENT TRANSFERS**

1 Plaintiff Howard B. Grobstein, Liquidating Trustee (the “Trustee”) for the Liquidating Trust
2 of Solid Landings Behavioral Health, Inc., et al., alleges and complains, by way of this Complaint,
3 subject to amendment, as follows:

4 **JURISDICTION AND VENUE**

5 1. In accordance with the requirements of Local Bankruptcy Rule 7008-1, the Santa
6 Ana Division of the United States Bankruptcy Court for the Central District of California (the
7 “Bankruptcy Court”) has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334,
8 because the claims asserted herein arise under title 11 of the United States Code (the “Bankruptcy
9 Code”) or arise in or relate to the Chapter 11 cases entitled *In re Solid Landings Behavioral Health,*
10 *Inc.; In re Sure Haven, Inc.; In re Silver Rock Recovery; In re EMS Toxicology; In re Cedar Creek*
11 *Recovery, Inc.* (the “Debtors”), jointly administered under Case No. 8:17-bk-12213-CB. The
12 claims for relief in this Complaint constitute a core proceeding under 28 U.S.C. § 157(b)(2)(A), (F),
13 (H), and (O). Regardless of whether this is a core proceeding, consent is hereby given to the entry
14 of final orders and judgment by the Bankruptcy Court. The defendants are hereby notified that Fed.
15 R. Bankr. P. 7008(a) requires the defendants to plead whether the claims for relief alleged against
16 such defendant are core or non-core and, if non-core, whether consent is given to the entry of final
17 orders and judgment by the Bankruptcy Court.

18 2. Venue is proper in the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409
19 because the Debtors’ bankruptcy cases are pending in this district and this division. The
20 Bankruptcy Court has personal jurisdiction over the defendants.

21 **PARTIES**

22 3. On June 1, 2017 (the “Petition Date”), the Debtors filed voluntary petitions under
23 Chapter 11 of the Bankruptcy Code.

24 4. On March 22, 2018, the Bankruptcy Court entered an order (the “Confirmation
25 Order”) confirming the *Joint Plan of Liquidation of Solid Landings Behavioral Health, Inc., and Its*
26 *Affiliated Debtors, and the Joint Committee of Creditors Holding Unsecured Claims in Solid*
27 *Landings Behavioral Health, Inc., EMS Toxicology, and Sure Haven, Inc., Dated November 1, 2017*
28 (the “Plan”) [Docket No. 401].

1 5. Pursuant to the Plan and Confirmation Order, (a) the Liquidating Trust was created,
2 (b) Mr. Grobstein was appointed as the Trustee of the Liquidating Trust, (c) all of the property of
3 the Debtors' bankruptcy estate, including avoidance actions and other litigation claims, was
4 transferred to, and vested in, the Liquidating Trust, and (d) the Liquidating Trust was vested with
5 authority to, among other things, pursue the litigation claims of the Debtors' bankruptcy estate
6 transferred into the Liquidating Trust and to object to claims. Therefore, the Trustee has standing
7 and authority to assert the litigation claims set forth herein.

8 6. Pursuant to the Plan, the “Effective Date” of the Plan was April 9, 2018. On that
9 date, the Trustee was appointed to administer the Liquidating Trust.

10 7. The Trustee is informed and believes, and based thereon alleges, that defendant
11 Alpine Pacific Capital, LLC (“Alpine”) is, and at all relevant times was, a Delaware limited liability
12 company qualified to do business in the state of California, with a principal place of business in
13 Orange County, California.

14 8. The Trustee is informed and believes, and based thereon alleges, that defendant
15 Gerik M. Degner (“Degner”), is, and at all relevant times was, an individual residing or doing
16 business in Orange County, California.

GENERAL ALLEGATIONS

18 9. The Trustee is informed and believes, and based thereon alleges, that at all relevant
19 times Degner was in sole or primary control of Alpine.

20 10. The Trustee is informed and believes, and based thereon alleges, that in or around
21 May 2015, Degner negotiated and executed on behalf of Alpine an agreement with one or more of
22 the Debtors (the “First Agreement”), under which Alpine was retained as a consultant to provide
23 marketing, negotiating, and other services in connection with a possible merger, acquisition,
24 recapitalization, or similar transaction involving one or more of the Debtors.

25 11. The Trustee is informed and believes, and based thereon alleges, that Alpine was
26 wholly unsuccessful in its efforts under the First Agreement, yet was paid approximately \$140,000
27 under the First Agreement.

28 12. The Trustee is informed and believes, and based thereon alleges, that in or around

1 April 2016, Degner was appointed President of the Debtors. From at least that point forward,
2 Degner was an “insider” of the Debtors within the meaning of 11 U.S.C. § 101(31) at least by virtue
3 of being an officer of the Debtors.

4 13. The Trustee is informed and believes, and based thereon alleges, that in or around
5 April 2016, Degner negotiated and executed on behalf of Alpine an agreement with the Debtors (the
6 “Second Agreement”). Alpine’s duties under the Second Agreement were far more expansive than
7 its duties under the First Agreement, and included among other things oversight and assistance
8 relating to the Debtor’s financial condition, operations, and competitive environment. From at least
9 the effective date of the Second Agreement (April 15, 2016), Alpine was an “insider” of the
10 Debtors within the meaning of 11 U.S.C. § 101(31) at least by virtue of its role in managing the
11 affairs of the Debtors and its close affiliation with Degner.

12 14. The Trustee is informed and believes, and based thereon alleges, that at all times
13 from April 2016 through the Petition Date the sum of the Debtors’ debts were greater than the value
14 of the Debtors’ assets at a fair valuation, and therefore the Debtors were “insolvent” within the
15 meaning of 11 U.S.C. § 101(32). Among other things, at all times from and after November 2015,
16 CapStar Bank held a secured claim against the Debtors in the amount of at least \$7.5 million
17 (increasing to approximately \$10.3 million by the Petition Date), which is significantly greater than
18 the total amount paid for the Debtors’ assets in the § 363 sale that occurred in or around August
19 2017.

20 15. The Trustee is informed and believes, and based thereon alleges, that Degner and
21 Alpine were entirely unsuccessful in their assigned task of reviving the Debtors’ financial fortunes,
22 and, in fact, during the term of the Second Agreement Degner and Alpine presided over
23 deteriorating operations, mounting debt, and increasingly wasteful expenditures, finally culminating
24 in the filing of the Debtors’ bankruptcy cases approximately 17 months later. During that time,
25 Alpine was paid more than \$450,000 and Degner personally received more than \$125,000.

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1 **FIRST CLAIM FOR RELIEF**

2 **(Avoidance of Second Agreement and Alpine Payments as Constructive Fraudulent Transfers**
3 **Pursuant to 11 U.S.C. § 548(a)(1)(B))**

4 16. The Trustee re-alleges each and every allegation of this Complaint set forth above as
5 if set forth fully herein.

6 17. The Trustee is informed and believes, and based thereon alleges, that the Second
7 Agreement became effective on April 15, 2016 (the “Effective Date”), and obligated the Debtors to
8 pay substantial sums of money to Alpine. Accordingly, the Second Agreement constitutes an
9 obligation incurred by the Debtors within two years prior to the Petition Date.

10 18. The Trustee is informed and believes, and based thereon alleges, that on the
11 Effective Date the Debtors were already insolvent and/or engaged in business for which any
12 property remaining with the Debtors was an unreasonably small capital and/or intended to incur or
13 believed they would incur debts that would be beyond their ability to pay as such debts matured.

14 19. The Trustee is informed and believes, and based thereon alleges, that the Debtors
15 received no value in exchange for entering the Second Agreement, because they incurred
16 substantial financial liability in exchange for the provision of “services” that had already proven
17 wholly ineffective under the First Agreement, and were not only ineffective but in fact deleterious
18 to the Debtors’ financial condition under the Second Agreement.

19 20. Between the Effective Date and the Petition Date, the Debtors made payments to
20 Alpine totaling \$463,655.91, as listed on **Exhibit “1”** hereto (the “Alpine Payments”).

21 21. The Trustee is informed and believes, and based thereon alleges, that the Debtors
22 received no value in exchange for the Alpine Payments, because (a) the payments were made to
23 satisfy the Debtors’ obligations under the Second Agreement, and since, for the reasons set forth
24 above, the Second Agreement constitutes an avoidable fraudulent transfer, those were not legitimate
25 obligations of the Debtors, and (b) in any event, Alpine’s “services” worsened, rather than
26 improved, the Debtors’ financial condition.

27 22. By reason of the foregoing, the Trustee may avoid the Second Agreement and the
28 Alpine Payments under 11 U.S.C. § 548(a)(1)(B).

1 **SECOND CLAIM FOR RELIEF**

2 **(Avoidance of Alpine Payments as Preferences Pursuant to 11 U.S.C. § 547(b))**

3 23. The Trustee incorporates by reference and re-alleges the allegations set forth in
4 paragraphs 1-15. This Second Claim for Relief constitutes an alternative to the First Claim for
5 Relief above.

6 24. The Trustee is informed and believes that the Debtors made the Alpine Payments
7 during the year preceding the Petition Date, specifically, on the dates listed on **Exhibit “1”**.

8 25. The Trustee is informed and believes that each of the Alpine Payments constituted a
9 transfer of the Debtors’ funds to Alpine.

10 26. The Trustee is informed and believes that, in the event the Court does not find the
11 Second Agreement to be an avoidable fraudulent transfer, Alpine was a creditor of the Debtors at
12 the time each of the Alpine Payments was made, by virtue of the liability owed to Alpine by the
13 Debtors under the Second Agreement, and that the Alpine Payments were made on account of the
14 Debtors’ antecedent debt to Alpine under that agreement.

15 27. Based on the administrative, priority, and unsecured claims on file in the Debtors’
16 consolidated bankruptcy cases, and the dollar value of the assets of the estates that have been
17 administered to date and that remain to be administered, the Trustee does not anticipate or
18 reasonably expect to be able to make a 100% distribution to creditors having filed pre-petition
19 general unsecured claims in these consolidated cases. Accordingly, as a result of the Alpine
20 Payments, Alpine received from the Debtors more than it would have received if such transfers had
21 not been made and this case was a case under Chapter 7 of the Bankruptcy Code.

22 28. By reason of the foregoing, the Trustee may avoid each of the Alpine Payments
23 under 11 U.S.C. § 547(b).

25 **THIRD CLAIM FOR RELIEF**

26 **(Avoidance of Degner Payments as Constructive Fraudulent Transfers Pursuant to 11 U.S.C.**

27 **§ 548(a)(1)(B))**

28 29. The Trustee incorporates by reference and re-alleges the allegations set forth in

1 paragraphs 1-15.

2 30. The Trustee is informed and believes, and based thereon alleges, that, in the year
3 preceding the Petition Date, the Debtors made payments to Degner totaling \$131,923.19, as listed
4 on **Exhibit “2”** hereto (the “Degner Payments”).

5 31. The Trustee is informed and believes, and based thereon alleges, that at all times
6 during the year preceding the Petition Date, the Debtors were insolvent and/or engaged in business
7 for which any property remaining with the Debtors was an unreasonably small capital and/or
8 intended to incur or believed they would incur debts that would be beyond their ability to pay as
9 such debts matured.

10 32. The Trustee is informed and believes, and based thereon alleges, that the Debtors
11 received no value in exchange for making the Degner Payments, because they were made in
12 exchange for the provision of “services” that were not only ineffective but in fact deleterious to the
13 Debtors’ financial condition.

14 33. By reason of the foregoing, the Trustee may avoid the Degner Payments under 11
15 U.S.C. § 548(a)(1)(B).

16

17 **FOURTH CLAIM FOR RELIEF**

18 **(Avoidance of Degner Payments as Preferences Pursuant to 11 U.S.C. § 547(b))**

19 34. The Trustee incorporates by reference and re-alleges the allegations set forth in
20 paragraphs 1-15 and 30. This Fourth Claim for Relief constitutes an alternative to the Third Claim
21 for Relief above.

22 35. The Trustee is informed and believes that each of the Degner Payments constituted a
23 transfer of the Debtors’ funds to Degner.

24 36. The Trustee is informed and believes that Degner was a creditor of the Debtors at the
25 time each of the Degner Payments was made, and that the Degner Payments were made on account
26 of the Debtors’ antecedent debt to Degner.

27 37. Based on the administrative, priority, and unsecured claims on file in the Debtors’
28 consolidated bankruptcy cases, and the dollar value of the assets of the estates that have been

1 administered to date and that remain to be administered, the Trustee does not anticipate or
2 reasonably expect to be able to make a 100% distribution to creditors having filed pre-petition
3 general unsecured claims in these consolidated cases. Accordingly, as a result of the Degner
4 Payments, Degner received from the Debtors more than he would have received if such transfers
5 had not been made and this case was a case under Chapter 7 of the Bankruptcy Code.

6 38. By reason of the foregoing, the Trustee may avoid each of the Degner Payments
7 under 11 U.S.C. § 547(b).

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9 **FIFTH CLAIM FOR RELIEF**

10 **(For Recovery of the Alpine Payments Pursuant to 11 U.S.C. § 550(a))**

11 39. The Trustee re-alleges each and every allegation of this Complaint set forth above
12 as if set forth fully herein.

13 40. For the reasons set forth above, the Alpine Payments are avoidable under 11 U.S.C.
14 § 548(a)(1)(B) or, in the alternative, under 11 U.S.C. § 547.

15 41. Alpine was the initial transferee of each of the Alpine Payments.

16 42. Upon avoidance of each or any of the Alpine Payments, the Trustee is entitled to
17 recover from Alpine any avoided Alpine Payment or the value thereof, with interest thereon at the
18 maximum legal rate from the date of each of the Alpine Payments, for the benefit of the Liquidating
19 Trust pursuant to 11 U.S.C. § 550(a).

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21 **SIXTH CLAIM FOR RELIEF**

22 **(For Recovery of the Degner Payments Pursuant to 11 U.S.C. § 550(a))**

23 43. The Trustee re-alleges each and every allegation of this Complaint set forth above
24 as if set forth fully herein.

25 44. For the reasons set forth above, the Degner Payments are avoidable under 11
26 U.S.C. § 548(a)(1)(B) or, in the alternative, under 11 U.S.C. § 547.

27 45. Degner was the initial transferee of each of the Degner Payments.

28 46. Upon avoidance of each or any of the Degner Payments, the Trustee is entitled to

1 recover from Degner any avoided Degner Payment or the value thereof, with interest thereon at the
2 maximum legal rate from the date of each of the Degner Payments, for the benefit of the
3 Liquidating Trust pursuant to 11 U.S.C. § 550(a).

4

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, the Trustee prays for judgment against Alpine and Degner as follows:

7 A. On the First Claim for Relief: A judgment against Alpine avoiding the Second
8 Agreement and the Alpine Payments as constructive fraudulent transfers under 11 U.S.C. §
9 548(a)(1)(B);

10 B. On the Second Claim for Relief: As an alternative to relief on the First Claim for
11 Relief, a judgment against Alpine avoiding the Alpine Payments as preferences under 11 U.S.C. §
12 547;

13 C. On the Third Claim for Relief: A judgment against Degner avoiding the Degner
14 Payments as constructive fraudulent transfers under 11 U.S.C. § 548(a)(1)(B);

15 D. On the Fourth Claim for Relief: As an alternative to relief on the Third Claim for
16 Relief, a judgment against Degner avoiding the Degner Payments as preferences under 11 U.S.C. §
17 547;

18 E. On the Fifth Claim for Relief: A judgment against Alpine for recovery of any
19 avoided Alpine Payment or the value thereof, with interest thereon at the maximum legal rate from
20 the date of each of the Alpine Payments;

21 F. On the Sixth Claim for Relief: A judgment against Degner for recovery of any
22 avoided Degner Payment or the value thereof, with interest thereon at the maximum legal rate from
23 the date of each of the Degner Payments; and

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G. On All Claims for Relief: A judgment against the relevant defendant(s) for costs and for such other relief as the Court deems just and proper.

Dated: January 24, 2020

LANDAU LAW LLP

/s/ Rodger M. Landau

RODGER M. LANDAU

Attorneys for Howard B. Grobstein,
Liquidating Trustee

LANDAU LAW LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

EXHIBIT 1

Name	Date	Payment Amount
Alpine Pacific Capital, LLC	5/16/2016	33,350.00
Alpine Pacific Capital, LLC	6/3/2016	1,359.54
Alpine Pacific Capital, LLC	6/10/2016	10,000.00
Alpine Pacific Capital, LLC	6/21/2016	23,350.00
Alpine Pacific Capital, LLC	7/8/2016	9,697.04
Alpine Pacific Capital, LLC	7/15/2016	8,338.00
Alpine Pacific Capital, LLC	7/22/2016	8,338.00
Alpine Pacific Capital, LLC	7/29/2016	8,338.00
Alpine Pacific Capital, LLC	8/5/2016	8,338.00
Alpine Pacific Capital, LLC	8/9/2016	1,655.87
Alpine Pacific Capital, LLC	8/15/2016	8,338.00
Alpine Pacific Capital, LLC	8/19/2016	3,768.20
Alpine Pacific Capital, LLC	8/25/2016	12,905.80
Alpine Pacific Capital, LLC	9/2/2016	83,338.00
Alpine Pacific Capital, LLC	9/13/2016	8,338.00
Alpine Pacific Capital, LLC	9/16/2016	33,338.00
Alpine Pacific Capital, LLC	10/5/2016	8,338.00
Alpine Pacific Capital, LLC	10/7/2016	8,338.00
Alpine Pacific Capital, LLC	10/21/2016	8,338.00
Alpine Pacific Capital, LLC	10/28/2016	16,676.00
Alpine Pacific Capital, LLC	11/4/2016	8,337.50
Alpine Pacific Capital, LLC	11/11/2016	8,337.00
Alpine Pacific Capital, LLC	11/18/2016	8,337.00
Alpine Pacific Capital, LLC	11/25/2016	762.96
Alpine Pacific Capital, LLC	11/25/2016	8,338.50
Alpine Pacific Capital, LLC	12/2/2016	8,337.50
Alpine Pacific Capital, LLC	12/9/2016	8,337.50
Alpine Pacific Capital, LLC	12/16/2016	8,337.50
Alpine Pacific Capital, LLC	12/23/2016	8,337.50
Alpine Pacific Capital, LLC	12/30/2016	8,337.50
Alpine Pacific Capital, LLC	1/6/2017	8,337.50
Alpine Pacific Capital, LLC	1/13/2017	8,337.50
Alpine Pacific Capital, LLC	1/20/2017	8,337.50
Alpine Pacific Capital, LLC	1/27/2017	8,337.50
Alpine Pacific Capital, LLC	2/6/2017	8,337.50
Alpine Pacific Capital, LLC	2/10/2017	8,337.50
Alpine Pacific Capital, LLC	2/17/2017	8,337.50
Alpine Pacific Capital, LLC	2/24/2017	8,337.50
Alpine Pacific Capital, LLC	3/3/2017	8,337.50
Alpine Pacific Capital, LLC	3/10/2017	8,337.50
Alpine Pacific Total		463,655.91

EXHIBIT 2

Name	Ck Date	Ck or Doc #	Gross Pay Amount
DEGNER, GERIK M	5/6/2016	630	1,923.08
DEGNER, GERIK M	5/6/2016	3058	2,115.39
DEGNER, GERIK M	5/20/2016	648	1,923.08
DEGNER, GERIK M	6/3/2016	666	1,923.08
DEGNER, GERIK M	6/17/2016	683	1,923.08
DEGNER, GERIK M	7/1/2016	697	1,923.08
DEGNER, GERIK M	7/15/2016	710	1,923.08
DEGNER, GERIK M	7/29/2016	722	1,923.08
DEGNER, GERIK M	8/12/2016	734	1,923.08
DEGNER, GERIK M	8/26/2016	744	1,923.08
DEGNER, GERIK M	9/9/2016	754	1,923.08
DEGNER, GERIK M	9/23/2016	764	1,923.08
DEGNER, GERIK M	10/7/2016	774	1,923.08
DEGNER, GERIK M	10/21/2016	784	1,923.08
DEGNER, GERIK M	11/4/2016	803	1,923.08
DEGNER, GERIK M	11/18/2016	822	1,923.08
DEGNER, GERIK M	12/2/2016	849	1,923.08
DEGNER, GERIK M	12/16/2016	872	1,923.08
DEGNER, GERIK M	12/29/2016	894	1,923.08
DEGNER, GERIK M	1/13/2017	32604920	961.54
DEGNER, GERIK M	1/20/2017	32674278	961.54
DEGNER, GERIK M	1/27/2017	32739776	961.54
DEGNER, GERIK M	2/3/2017	32839301	961.54
DEGNER, GERIK M	2/10/2017	32911073	961.54
DEGNER, GERIK M	2/17/2017	33006026	961.54
DEGNER, GERIK M	2/24/2017	33095314	961.54
DEGNER, GERIK M	3/3/2017	33199193	961.54
DEGNER, GERIK M	3/10/2017	33263645	961.54
DEGNER, GERIK M	3/17/2017	33381709	8,653.85
DEGNER, GERIK M	3/24/2017	33433703	8,653.85
DEGNER, GERIK M	3/31/2017	33552843	8,653.85
DEGNER, GERIK M	4/7/2017	33604313	8,653.85
DEGNER, GERIK M	4/14/2017	33740306	8,653.85
DEGNER, GERIK M	4/21/2017	33802077	8,653.85
DEGNER, GERIK M	4/28/2017	4965570	8,653.85
DEGNER, GERIK M	5/5/2017	4972736	8,653.85
DEGNER, GERIK M	5/12/2017	4978481	8,653.85
DEGNER, GERIK M	5/19/2017	4983997	8,653.85
DEGNER, GERIK M	5/26/2017		8,653.85
DEGNER, GERIK M Total			131,923.19

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Howard B. Grobstein, Liquidating Trustee		DEFENDANTS Alpine Pacific Capital, LLC, and Geric M. Degner
ATTORNEYS (Firm Name, Address, and Telephone No.) Landau Law LLP 1880 Century Park East, Suite 1101 Los Angeles, CA 90067		ATTORNEYS (If Known)
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Avoidance and Recovery of Preferential and Fraudulent Transfers Pursuant to 11 U.S.C. § 547, 11 U.S.C. § 548 and 11 U.S.C. § 550		
NATURE OF SUIT		
(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<p>FRBP 7001(1) – Recovery of Money/Property</p> <p><input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input checked="" type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other</p> <p>FRBP 7001(2) – Validity, Priority or Extent of Lien</p> <p><input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property</p> <p>FRBP 7001(3) – Approval of Sale of Property</p> <p><input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)</p> <p>FRBP 7001(4) – Objection/Revocation of Discharge</p> <p><input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)</p> <p>FRBP 7001(5) – Revocation of Confirmation</p> <p><input type="checkbox"/> 51-Revocation of confirmation</p> <p>FRBP 7001(6) – Dischargeability</p> <p><input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny</p> <p style="text-align: center;">(continued next column)</p>		
<p>FRBP 7001(6) – Dischargeability (continued)</p> <p><input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other</p> <p>FRBP 7001(7) – Injunctive Relief</p> <p><input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other</p> <p>FRBP 7001(8) Subordination of Claim or Interest</p> <p><input type="checkbox"/> 81-Subordination of claim or interest</p> <p>FRBP 7001(9) Declaratory Judgment</p> <p><input type="checkbox"/> 91-Declaratory judgment</p> <p>FRBP 7001(10) Determination of Removed Action</p> <p><input type="checkbox"/> 01-Determination of removed claim or cause</p> <p>Other</p> <p><input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et.seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)</p>		
<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$ 595,579.10
Other Relief Sought		

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR SOLID LANDINGS BEHAVIORAL HEALTH, INC., et al		BANKRUPTCY CASE NO. 8:17-bk-12213-CB
DISTRICT IN WHICH CASE IS PENDING Central District		DIVISION OFFICE Santa Ana
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
/s/ Rodger M. Landau		
DATE January 24, 2020	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Rodger M. Landau	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>RODGER M. LANDAU (State Bar No. 151456) rlandau@landaufirm.com LANDAU LAW LLP 1880 Century Park East, Suite 1101 Los Angeles, California 90067 Telephone: (310) 557-0050 Facsimile: (310) 557-0056</p>	<p>FOR COURT USE ONLY</p>
<p><i>Attorney for Plaintiff</i> Howard B. Grobstein, Liquidating Trustee</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</p>	
<p>In re: SOLID LANDINGS BEHAVIORAL HEALTH, INC., et al</p>	<p>CASE NO.: 8:17-bk-12213-CB CHAPTER: 11 ADVERSARY NO.:</p>
Debtor(s).	
<p>HOWARD B. GROBSTEIN, LIQUIDATING TRUSTEE</p> <p style="text-align: center;">Plaintiff(s)</p> <p>Versus</p> <p>ALPINE PACIFIC CAPITAL, LLC, and GERIK M. DEGNER</p> <p style="text-align: center;">Defendant(s)</p>	<p>SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]</p>

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend against the Complaint, you must file with the court a written pleading in response to the Complaint. You must also serve a copy of your written response on the party shown in the upper left-hand corner of this page. The deadline to file and serve a written response is _____. If you do not timely file and serve the response, the court may enter a judgment by default against you for the relief demanded in the Complaint.

A status conference in the adversary proceeding commenced by the Complaint has been set for:

Hearing Date: _____	Address:
Time: _____	<input type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012
Courtroom: _____	<input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501
	<input checked="" type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701
	<input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101
	<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

You must comply with LBR 7016-1, which requires you to file a joint status report and to appear at a status conference. All parties must read and comply with the rule, even if you are representing yourself. You must cooperate with the other parties in the case and file a joint status report with the court and serve it on the appropriate parties at least 14 days before a status conference. A court-approved joint status report form is available on the court's website (LBR form F 7016-1.STATUS.REPORT) with an attachment for additional parties if necessary (LBR form F 7016-1.STATUS.REPORT.ATTACH). If the other parties do not cooperate in filing a joint status report, you still must file with the court a unilateral status report and the accompanying required declaration instead of a joint status report 7 days before the status conference. **The court may fine you or impose other sanctions if you do not file a status report. The court may also fine you or impose other sanctions if you fail to appear at a status conference.**

**KATHLEEN J. CAMPBELL
CLERK OF COURT**

Date of Issuance of Summons and Notice of Status Conference in Adversary Proceeding: _____

By: _____
Deputy Clerk

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy (1) of the foregoing document entitled: **SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]** and (2) the accompanying pleading(s) entitled:

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date

Printed Name

Signature